

**Exhibit 1-E**

**Offshore Support Services**



## Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C12845 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C74 (4400011341) dated January 17, 2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: PRICEWATERHOUSECOOPERS LLP

Total Number of Pages: 4

Contractor's Address: 300 Madison Avenue  
New York, NY 10017

Project Name: Ariba – Technical Support

Job Location: Offshore

**WORK:** Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.

Contractor shall provide offshore technical support services through June 28, 2019.

**ATTACHMENTS:** Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Attachment 1: Scope of Work, page 3 through 4

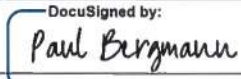
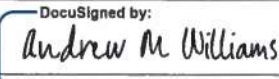
**CWA TERM:** This CWA is effective upon signature by both parties and expires on June 30, 2019. Time is of the essence.

**CWA COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of June 28, 2019.

**CONSIDERATION:** As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

**TOTAL: \$95,228.00** fixed fee

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature		Signature	
Name	31004F9A7E3C405... Paul Bergmann	Name	178DC22D3D2E49B... Andrew M Williams
Title	Sr. Sourcing Specialist	Title	Principal
Date	12/19/2018	Date	12/18/2018



ADMINISTRATION			
<b>PG&amp;E Negotiator</b>	Paul Bergmann	<b>Contractor Represent</b>	Andy M. Williams
<b>Phone</b>	415-973-9693	<b>Phone</b>	714-305-0663
<b>Email</b>	p1bi@pge.com	<b>Email</b>	andrew.m.williams@pwc.com
<b>Accounting Reference</b>			
<b>PG&amp;E Work Supervisor:</b>	Christina Marquez	<b>Phone:</b>	925-270-2307
<b>INVOICE INSTRUCTIONS:</b> As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com		
	<b>Send ORIGINAL Invoice to:</b>	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	<b>Send COPY of Invoice to:</b>	Christina Marquez email: CASW@pge.com	

INTERNAL PG&E USE ONLY			
<b>Distribution Date</b>			
<b>Distribution of Copies:</b>	<input type="checkbox"/> ARIBA Contracts ("Cxxxx" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	

**SOW – Ariba Technical Support**

## 1.0 ARIBA PROCESS IMPROVEMENT

### 1.1 BACKGROUND

The Ariba Support team has identified a need for assistance from PwC to manage technical support issues.

### 1.2 PROPOSED PRIMARY OBJECTIVE AND SCOPE

The following are in scope of this statement of work:

- Off Shore Ariba technical support
  - Provide additional technical and troubleshooting support for Ariba issues and questions.
  - Support PG&E in escalating the relevant issue to Ariba helpdesk by analyzing the root cause, documenting the issue and proposing possible solutions.
  - Support PG&E in analyzing user feedback reported through the Corrective Action Program (CAP) system.
  - Knowledge transfer to PG&E helpdesk staff.

### 1.3 PROPOSED KEY ACTIVITIES AND DELIVERABLES

The deliverables created during this project are outlined in the table below. The accountability and responsibility for each deliverable is defined with the following categories:

- **Accountable** - This is the party who is ultimately answerable for the deliverable or task. They provide input and insight on content and approve the deliverable.
- **Responsible** - The party responsible for performing the necessary work and activities for the completion of the deliverable. More than one party can be responsible for the deliverable however only one party is accountable for the deliverable. The responsible party leads the development of the deliverable and provides content and input to the deliverable.
- **Consult** - The consulted parties are those whose opinions are sought, typically subject matter advisors; and with whom there is two-way communication for the purpose of completing the deliverable. They provide input to a deliverable but the overall deliverable is owned the accountable party

PwC will begin work approximately the week of Jan 2, 2019 and will complete the support work by the week of June 28, 2019.

#	Key Deliverables	Deliverable Format	PwC Responsibility	PG&E Responsibility
1	Issues Tracker	Excel or Help Desk Support system	Consult	Accountable



**SOW – Ariba Technical Support**

## 1.4 KEY ASSUMPTIONS

- Open Issues list would be provided by PG&E
- PwC technical resource would be responsible for providing assistance with resolution of issues and documentation (If applicable)
- PwC will assist in escalating any technical issue to Ariba where Ariba needs to make a change to configuration or system parameter change

## 1.5 DELIVERABLE ACCEPTANCE

Deliverables will be developed by PwC during this SOW. The PwC/PG&E team will have reviewed and agreed to the deliverables by the deliverable completion date. PG&E will review deliverables and provide formal written feedback within 5 business days of original deliverable. Acceptance levels are defined as follows:

- Accepted – Deliverable is accepted with no further action to be taken
- Accepted with Conditions – Deliverable is contractually accepted with minor corrections to be made by PwC
- Rejected – Deliverable is rejected with specific feedback and reasonable detail to correct the deliverable for acceptance

In the case of a deliverable that is Accepted with Conditions PwC and PG&E will mutually agree to the corrections to be made and timeframe to correct the deliverable. PwC will commit to address these conditions based on the agreed timeframe. Revisions to a rejected deliverable will be made in a timely manner and re-submitted for approval. Subsequent review(s) will be provided two (2) business days to review and approve.

Delays in the deliverable review and approval cycle timeframe may have an impact on the project timeline and fees and will be subject to contract change control.

## 1.6 FIXED FEE

The fixed fee project amount will be in the amount of \$95,228. One invoice will be submitted at the end of the contract term.

Changes to resources require 14 day notice and must be approved. If work is cancelled, 14 day notice will be provided by either party.

This SOW is contingent upon the PG&E executive approval to extend the resource's system access.